

**DEPARTMENT OF TRANSPORTATION**

DES-OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
**This document is intended for informational purposes only.**

Users are cautioned that California Department of Transportation (Department) does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders packages and non-bidder packages, including addenda write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone number and fax number, P.O. Box and street address so that you can receive addenda.

January 25, 2002

01-Men-1-96.5/97.7  
01-378014  
ACBRSTP-P001(476)E

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in MENDOCINO COUNTY IN FORT BRAGG FROM 0.4 km SOUTH TO 0.7 km NORTH OF NOYO RIVER BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on February 6, 2002.

This addendum is being issued to revise the Notice to Contractors and Special Provisions, and the Federal Minimum Wages with Modification Number 14 dated 12-28-01. A copy of the modified wage rates are available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

In the Special Provisions, Section 2-1.04, "ESCROW OF BID DOCUMENTATION," is revised as attached.

In the Special Provisions, Section 3-1.01, "GENERAL," subsection 3-1.01A, "PRE-AWARD MEETING," the second paragraph is revised as follows:

"The second and subsequent low bidders shall participate in pre-award qualifications review meetings if requested to do so by the Department. Notification by the Department will be within 7 days after the bid opening, and will be provided at least 12 hours prior to the pre-award qualifications review meeting. Non-attendance by the second or subsequent low bidder at any such requested meeting shall be just cause for rejection of bid and forfeiture of the proposal guaranty."

Addendum No. 2  
Page 2  
January 25, 2002

01-Men-1-96.5/97.7  
01-378014  
ACBRSTP-P001(476)E

To Proposal and Contract book holders:

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

Attachments

## **2-1.04 ESCROW OF BID DOCUMENTATION**

Bid documentation shall consist of all documentary and calculated information generated by the Contractor in preparation of the bid. The bid documentation shall conform to the requirements in these special provisions, and shall be submitted to the Department and held in escrow for the duration of the contract.

The escrowed bid documents will be the only documents accepted from the Contractor regarding preparation of the bid.

In signing the proposal, the bidder certifies that the material submitted for escrow constitutes all the documentary information used in preparation of the bid and that he has personally examined the contents of the container and that they are complete.

Nothing in the bid documentation shall be construed to change or modify the terms or conditions of the contract.

Escrowed bid documentation will not be used for pre-award evaluation of the Contractor's anticipated methods of construction, nor to assess the Contractor's qualifications for performing the work.

Bid documentation shall clearly itemize the Contractor's estimated costs of performing the work. The documentation submitted shall be complete and so detailed as to allow for an in-depth analysis of the Contractor's estimate.

The bid documentation shall include, but not be limited to: quantity takeoffs; rate schedules for the direct costs and the time- and nontime-related indirect costs for labor (by craft), plant and equipment ownership and operation, permanent and expendable materials, insurance and subcontracted work; estimated construction schedules, including sequence and duration and development of production rates; quotations, scoping documents and subcontracts related to subcontractors, manufacturers and suppliers; estimates of field and home office overhead; contingency and margin for each contract item of work; names of the persons responsible for preparing the bidder's estimate, and other reports, calculations, assumptions and information used by the bidder to arrive at the estimate submitted with the proposal.

The Contractor shall also submit bid documentation for each subcontractor, manufacturer and supplier whose total subcontract exceeds \$250,000. Subcontractor, manufacturer and supplier bid documentation shall be enclosed with the Contractor's submittal. If at the time that bid documentation is submitted for escrow, the subcontractor, manufacturer or supplier does not have a executed subcontract, and a subcontract is subsequently executed, then a copy of the executed subcontract shall be submitted into escrow within 14 days of the execution of the respective subcontract. The examination of subcontractors', manufacturers' and suppliers' bid documentation will be accomplished in the same manner as for the Contractor's bid documentation. If a subcontractor, manufacturer or supplier is replaced, bid documentation for the new subcontractor, manufacturer or supplier shall be submitted for review and escrow before authorization for the substitution will be granted. Upon request of a subcontractor, manufacturer or supplier, the bid documentation from that subcontractor, manufacturer or supplier shall be reviewed only by the subcontractor, manufacturer or supplier and the Department.

If the bidder is a joint venture, the bid documentation shall include the joint venture agreement, the joint venture estimate comparison and final reconciliation of the joint venture estimate.

Copies of the proposals submitted by the first, second and third low bidders will be provided to the respective bidders for inclusion in the bid documentation to be escrowed.

The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 01 Office, 1656 Union Street, Eureka, CA, on the first Monday, at 1:00 p.m., following the time indicated in the "Notice to Contractors" for the opening of bids. The fourth and subsequent apparent low bidders shall present the bid documentation for escrow if requested by the Department to do so.

Bid documentation shall be submitted in a sealed container, clearly marked with the bidder's name, date of submittal, project contract number and the words, "Bid Documentation for Escrow."

Failure to submit the actual and complete bid documentation as specified herein within the time specified shall be cause for rejection of the proposal.

Upon submittal, the bid documentation of the apparent low bidder will be examined and inventoried by the duly designated representatives of the Contractor and the Department to ensure that the bid documentation is authentic, legible, and in accordance with the terms of this section "Escrow of Bid Documentation." The examination will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions or interpretation of the contract. The examination will not alter any conditions or terms of the contract. The acceptance or rejection by the Department that the submitted bid documents are in compliance with this section "Escrow of Bid Documentation" shall be completed within 48 hours of the time the bid documentation is submitted by the Contractor.

At the completion of the examination, the bid documents will be sealed and jointly deposited at an agreed commercial bank in Fort Bragg, CA.

Bid documentation submitted by the second and third apparent low bidders will be jointly deposited at agreed commercial banks. If the apparent low bid is withdrawn or rejected, the bid documentation of the second low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. If the second low bid is withdrawn or rejected, the bid documentation of the third low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. Bid documentation from subsequent bidders, if requested, will be examined and inventoried in the same manner as specified above, then sealed and deposited in escrow. Upon execution and final approval of the contract or rejection of all bids, the bid documentation will be returned to any remaining unsuccessful bidders.

Any and all components of the escrowed bid documentation may be examined by the designated representatives of both the Department and the Contractor, at any time deemed necessary by either the Department or the Contractor to assist in the negotiation of price adjustments and change orders, or to assist in the potential resolution or in the settlement of claims or disputes. Such a joint review shall be performed within 15 days of receipt of a written request to do so by either party. If the Contractor refuses to participate in the joint examination of any and all components of the escrowed bid documentation as provided herein, such refusal shall be considered as a failure by the Contractor to exhaust administrative claim remedies with respect to the particular protest, notice of potential claim, or claim. In addition, this refusal by the Contractor shall constitute a bar to future arbitration with respect to the protest, potential claim or claim as provided by Section 10240.2 of the California Public Contract Code.

If requested by a Disputes Review Board, the escrowed bid documentation may be utilized to assist the Board in its recommendations.

The bid documentation submitted by the Contractor will be held in escrow until the contract has been completed, the ultimate resolution of all disputes and claims has been achieved and receipt of final payment has been accepted by the Contractor. The escrowed bid documentation will then be released from escrow to the Contractor.

The bid documentation submitted by the bidder is, and shall remain, the property of the bidder, and is subject to only joint review by the Department and the bidder. The Department stipulates and expressly acknowledges that the submitted bid documentation constitutes trade secrets and will not be deemed public records. This acknowledgment is based on the Department's express understanding that the information contained in the bid documentation is not known outside the bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in the bidder's possession, is extremely valuable to the bidder and could be extremely valuable to the bidder's competitors by virtue of it reflecting the bidder's contemplated techniques of construction. The Department acknowledges that the bid documentation includes a compilation of information used in the bidder's business, intended to give the bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Department agrees to safeguard the bid documentation, and all information contained therein, against disclosure, including disclosure of subcontractor bid documentation to the Contractor and other subcontractors to the fullest extent permitted by law. However, in the event of arbitration or litigation, the bid documentation shall be subject to discovery, and the Department assumes no responsibility for safeguarding the bid documentation unless the Contractor has obtained an appropriate protective order issued by the arbitrator or the court.

Full compensation for preparing the bid documentation, presenting it for escrow and reviewing it for escrow and upon request of the Engineer shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

The direct cost of depositing the bid documentation in escrow at the agreed commercial bank will be paid by the State.